

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Denny's, Inc., a California Corporation

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State (California), Other

Additional name(s) of conveying party(ies) attached? Yes No

- Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: El Pollo Loco, Inc.

Internal Address:

Street Address: 3333 Michelson Dr., #550

City: Irvine State: CA Zip: 92612

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,237,519

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Rule, Esq.

Internal Address: Stradling Yocca Carlson

& Rauth

Street Address: 660 Newport Center Drive

Suite 1600

Newport

City: Beach State: CA Zip: 92660

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number: 50-1329 (Cust. No. 31278)

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mike A. Rule, Esq.

Name of Person Signing

Signature

Signature

October 21, 2003

Date

3

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

CH \$40.00 601329 1237519

TRADEMARK ASSIGNMENT

This ASSIGNMENT (the "Assignment") is executed as of the 17th day of October, 2003 between Denny's, Inc., a California corporation ("Assignor"), and El Pollo Loco, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the record owner in the U.S. Patent and Trademark Office of the registered trademark "THE CRAZY CHICKEN", Registration No. 1,237,519, with a Registration Date of May 10, 1983, as previously renewed, including all common law rights thereto (the "Trademark"), and the goodwill of the business symbolized thereby (together with the Trademark, the "Assigned Property");

WHEREAS, Assignor effectively transferred to Assignee that portion of its existing and ongoing business to which the Assigned Property pertains on or about December 1999, but such transfer was not recorded with the United States Patent and Trademark Office ("USPTO");

WHEREAS, Assignor hereby confirms its December 1999 assignment of its entire right, title and interest in and to the Assigned Property to Assignee;

WHEREAS, Assignee hereby also confirms Assignor's transfer of Assignor's entire right, title and interest in and to the Assigned Property as of December 1999; and

WHEREAS, the Assignor and Assignee wish to record the transfer of the Assigned Property with the USPTO by the filing of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor is the owner of record with the USPTO for the Trademark "THE CRAZY CHICKEN" filed on March 23, 1981, identified by Serial Number 73/302,442, which was subsequently registered on May 10, 1983, as Registration No. 1,237,519, in the records of the USPTO.
2. Assignor was the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons until December 1999, at which time Assignor effectively assigned to Assignee, its successors and assigns, its entire right, title and interest in and to the Assigned Property, and all rights and privileges pertaining to said Trademark in conformance with 15 U.S.C. §1060; 37 C.F.R. §3.16, together with the goodwill of the business symbolized by the Trademark, including all income, royalties, damages, and payments then, now or hereafter due or receivable in respect of the Assigned Property, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringements, misappropriations, or dilutions of the

rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

- 3. The Trademark "THE CRAZY CHICKEN" is subsisting and has not been adjudged invalid or unenforceable, in whole or in part. The Trademark "THE CRAZY CHICKEN" is valid and enforceable.
- 4. Assignor further agrees, without further consideration and at Assignee's expense, to execute such further documents and to perform such other proper acts as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where registrations of the Trademark or applications for the Trademark may be issued or pending.
- 5. Assignor hereby agrees and covenants that as of December 1999 it ceased the use of, and caused any affiliate of Assignor to cease the use of, any and all of the Assigned Property.
- 6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.
- 7. The validity, performance and enforcement of this Assignment shall be governed by the laws of the State of California, without giving effect to the principles of conflicts of law thereof.

Executed this 17th day of October, 2003.


ASSIGNOR:

DENNY'S, INC., a California corporation

By: 
 J. Scott Melton,
 Assistant General Counsel
 and Assistant Secretary

ASSIGNEE:

EL POLLO LOCO, INC., a Delaware corporation

By: 
 Pamela R. Milner,
 Vice President and General Counsel